



# City of NORFOLK

C: Dir., Recreation, Parks and Open Space

To the Honorable Council  
City of Norfolk, Virginia

February 24, 2015

From: Darrell R. Crittendon-Director of Recreation,  
Parks and Open Space

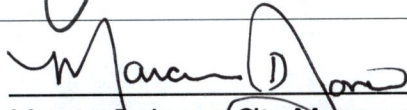
**Subject:** \$22,000.00 donation from  
Major League Baseball Charities, Inc.

Reviewed:

  
Wynter C. Benda, Deputy City Manager

**Ward/Superward:** Citywide

Approved:

  
Marcus D. Jones, City Manager

**Item Number:**

**R-2**

- I. **Recommendation:** Adopt Ordinance
- II. **Applicant:** City of Norfolk
- III. **Description**  
This agenda item is an ordinance to accept \$22,000 from Major League Baseball Charities, Inc. to support and expand the Reviving Baseball in Inner Cities (RBI) baseball/softball program.
- IV. **Analysis**  
N/A
- V. **Financial Impact**  
This donation provided by Major League Baseball Charities, Inc. will allow RPOS to enhance the Reviving Baseball in Inner Cities (RBI) baseball/softball programs here at the City.
- VI. **Environmental**  
N/A
- VII. **Community Outreach/Notification**  
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.
- VIII. **Board/Commission Action**  
N/A

**IX. Coordination/Outreach**

This letter has been coordinated with the City Attorney's Office.

Supporting Material from the Department of Recreation, Parks & Open Space:

- Ordinance

Form and Correctness Approved: *RAP*By *[Signature]*

Office of the City Attorney

Contents Approved: *[Signature]*By *[Signature]*

DEPT. Recreation, Parks and Open Space

Pursuant to Section 72 of the City Charter, I hereby certify that the money required for this item is in the city treasury to the credit of the fund from which it is drawn and not appropriated for any other purpose.

\$ 22,0002275-78-8102
*[Signature]*  
 Director of Finance

Account

216116

Date

NORFOLK, VIRGINIA

**ORDINANCE No.**

AN ORDINANCE ACCEPTING A \$22,000 DONATION TO THE CITY FROM THE MAJOR LEAGUE BASEBALL CHARITIES, INC. FOR THE REVIVING BASEBALL IN INNER CITIES PROGRAM AND APPROPRIATING AND AUTHORIZING THE EXPENDITURE OF THE FUNDS FOR THE PROGRAM.

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BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That a \$22,000 donation to the City from the Major League Baseball Charities, Inc. for the Reviving Baseball in Inner Cities Program is hereby accepted.

Section 2:- That \$22,000 is hereby appropriated and authorized for expenditure for the Program, if and when the funds are received from Major League Baseball Charities, Inc.

Section 4:- That this ordinance shall be in effect from and after the date of its adoption.

This Agreement, dated as of January 28, 2015, is entered into by and between Norfolk City Treasure ("Charity"), with its primary business address at 1612 Willow Wood Drive, Norfolk, VA 23509 and Major League Baseball Charities, Inc. ("MLB") with its primary business address at 245 Park Avenue, New York, New York 10167.

MLB Charities has determined that you are eligible to receive a grant from the 2014-2015 RB1 Expansion Funds in the amount of \$22,000.00 (the "Grant"). The Grant is awarded based on the following:

- (a) Charity acknowledges and agrees that it has not and will not acquire any rights to use any names, trademarks or other intellectual property owned or controlled by Major League Baseball and its clubs without the express written consent of MLB or the applicable Major League Baseball entity. Charity hereby grants MLB a limited, non-exclusive license to use the Charity service mark and/or logo for promotional purposes to publicize the Grant.
- (b) Charity acknowledges that the Grant is tax-deductible under the Internal Revenue Code and that Charity did not provide MLB with any benefits (goods or services) in consideration for the Grant.
- (c) Charity agrees that at any event for which the Grant is deemed to support, Charity shall display signage proclaiming "Major League Baseball" support in a prominent position and such signage shall not include any reference to any third party without the express approval of MLB.
- (d) Charity agrees to acknowledge Major League Baseball in any promotional materials, press releases or literature publicizing or promoting the Grant.
- (e) Charity represents and warrants that it qualifies as a 501(c)(3) organization under the Internal Revenue Code.
- (f) Charity represents and warrants that Grant will be and all funds previously provided to Charity by MLB have been used in a manner consistent with the terms set forth herein.
- (g) Charity shall maintain complete and accurate books, invoices and other financial records relating to the Grant (collectively, the "Records"). MLB shall have the right to inspect and audit the Records upon reasonable advance notice to Charity.
- (h) Charity agrees that the Grant will not be used in manner or to support a program that would discriminate on the basis of race, creed, color, national origin or gender.
- (i) Charity agrees that in connection with the Grant it shall maintain insurance coverage in the policy types and the amounts set forth in Exhibit A attached hereto and incorporated by reference herein.
- (j) This Agreement is binding upon signature of an authorized representative of Charity. By signing, you represent and warrant that you have full and complete authority to do so.

If the foregoing accurately sets forth the terms of our understanding, please countersign this letter in the space provided below and return an originally signed copy to MLB.

Sincerely,

MAJOR LEAGUE BASEBALL CHARITIES, INC.

By: 

Name: Thomas Brasuell

Title: President, MLB Charities

Date: 1/28/15

AGREED AND ACCEPTED:

CHARITY

Signature: \_\_\_\_\_

Name: (print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Major League Baseball Insurance Specifications

- An Insurance Services Office occurrence-based Commercial General Liability Insurance Policy, including contractual liability and products/completed operations liability coverage with minimum limits of:
  - \$2 million Each Occurrence
  - \$2 million General Aggregate
  - \$2 million Products/Completed Operations Aggregate
- Automobile liability insurance, covering owned, leased or hired automobiles, with a minimum combined single limit of \$2 million Each Accident.
- *All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Please provide Major League Baseball with a current insurance certificate naming **Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, Major League Baseball Charity, Inc. MLB Advanced Media, L.P., Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities as additional insureds.***
- *Further, coverage for the Additional Insureds shall apply on a primary basis irrespective of any other insurance, whether collectible or not. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, the Baseball Office of the Commissioner (BOC) shall receive thirty (30) days written notice thereof.*